

The Club Foundation CMAA 2023 World Conference Raffle Official Rules

VOID WHERE PROHIBITED BY LAW. Subject to all applicable federal, state, and local laws, regulations, and ordinances. Raffle begins on Friday, February 24, 2023 at 12:01 a.m. Eastern Time (“ET”). The Raffle will close at 5:00 p.m ET on Monday, February 27, 2023.

1. Eligibility: The Club Foundation CMAA 2023 World Conference Raffle (the “**Raffle**”) is open to legal U.S. residents currently residing in the 50 United States and the District of Columbia who are 18 years old or the age of majority, whichever is older as of the date of entry, and who attend the 2023 CMAA World Conference at the Gaylord Palms Resort in Orlando, Florida. Employees, officers, and directors of The Club Foundation (“**Sponsor**”) or any of its parents, affiliates (including The Club Management Association of America), subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Raffle. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.

2. Sponsor: The Club Foundation, 1733 King Street, Alexandria, VA 22314.

3. How to Enter and Suggested Donations: During the Raffle Period, go to <https://2023wscf.givesmart.com> and complete and submit the registration form, including a valid home address, name and email address. Upon completion and submission of the registration form, you automatically will be entered with one (1) entry into the Raffle. In your registration form, you may specify the amount you wish to donate to the Sponsor. **Whether or how much you donate will not affect your chances of winning; no purchase or donation is necessary to enter.** You must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded. By registering, you agree that Sponsor may contact you via email. **Limit:** LIMIT ONE (1) ENTRY PER PERSON. ADDITIONAL ENTRIES WILL BE DISQUALIFIED. Entries must be submitted by the contestant. No copies, facsimiles, or mechanical reproductions of the Entry Form will be accepted. Any attempt by any participant to obtain more than the stated number entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that participant’s entries, and that participant may be disqualified at Sponsor’s discretion. Multiple participants are not permitted to share the same email address. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The “**authorized account holder**” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. You must complete all required information to be eligible to enter. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.

4. Selection/Notification of Winner: On Tuesday, February 28, 2023, at between 1:45 p.m. and 3:30 p.m. ET during the CMAA Closing Business Session (“**Drawing Date**”), Sponsor will select the name of the potential winner of the prize in a random drawing from all raffle tickets purchased. The odds of winning are based on the number of eligible entries received. The potential Winner will be notified by email on or about Tuesday, February 28, 2023. Except where legally prohibited, the potential Grand Prize winner must sign and return, within seven (7) days of being notified, a Declaration of Eligibility, Liability & Publicity Release (the “**Declaration**”) to claim the potential Winner’s prize. If a potential Winner cannot be contacted in person via email, telephone, and/or registered mail after the first attempt to contact him/her, or if he/she fails to sign and return the Declaration within the required time period (if applicable), or in the event that a potential Winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Only one (1) alternate drawing will be held, after which any remaining prizes will remain un-awarded

Verification of Potential Winner: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE RAFFLE. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. Prize. One Grand Prize will be awarded. The Grand Prize consists of a cash prize of fifty percent (50%) of the total monetary donations submitted to Sponsor in connection with each raffle ticket purchase for the Raffle. Approximate Retail Value (“ARV”) and total ARV of the Grand Prize: will be fifty percent (50%) of the total cash donations received by Sponsor in connection with the Raffle. Limit one prize per person and per household. The Grand Prize will be awarded to the Winner in cash or by check, or as otherwise may be determined by the Sponsor in its sole discretion.

PRIZE RESTRICTIONS: Limit one (1) prize per person, per household. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein, including but not limited to, change of air travel fees, ground transportation, automobile insurance, meals, incidentals, passenger tariffs or duties, surcharges, service charges or facility charges, personal charges at lodging, security fees and/or other expenses, are the responsibility solely of winner. Prize cannot be substituted, assigned, or transferred; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prize. Only the number of prizes stated in these Official Rules is available to be won in the Raffle. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

6. General Conditions. If, for any reason, the Raffle is not capable of running as planned, including infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Raffle, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Raffle (or any portion thereof); (b) modify the Raffle or suspend the Raffle to address the impairment and then resume the Raffle in a manner that best conforms to the spirit of these Official Rules; and/or (c)

award the prize from among the eligible, non-suspect entries received up to the time of impairment, and all eligible entries received.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any entrant regarding this Raffle, except as expressly set forth in these Official Rules. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, and/or the legitimate operation of the Raffle; to violate the Official Rules; or to act in a disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Entrants agree that Sponsor shall own the entries, which shall not be acknowledged or returned.

7. Release and Limitation of Liability. BY PARTICIPATING IN THIS RAFFLE, ENTRANTS AGREE THAT SPONSOR, AND ITS RESPECTIVE AFFILIATES, PARENTS, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, THE "**RELEASED PARTIES**") WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF A PRIZE, ENTRY, OR PARTICIPATION IN THIS RAFFLE OR IN ANY RAFFLE RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. WITHOUT LIMITING THE FOREGOING, AND EXCEPT WHERE PROHIBITED BY LAW, EVERYTHING REGARDING THIS RAFFLE, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. Publicity Release. EXCEPT WHERE PROHIBITED BY LAW, WINNER GRANTS TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), ITS AFFILIATES, CONTRACTORS, AGENTS, AND THOSE ACTING

PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING WITHOUT LIMITATION HOMETOWN AND STATE) FOR ADVERTISING AND PROMOTIONAL PURPOSES WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

9. Disputes. Except where prohibited by law, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Raffle or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Columbia or the appropriate State Court located in Washington, D.C.; (2) any and all claims, judgment, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Raffle, but in no event attorneys' fees; (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Raffle, shall be governed by, and construed in accordance with, the laws of the District of Columbia without giving effect to any choice of law or conflict of law rules (whether of the District of Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the District of Columbia.

10. Official Rules and Prize Winner. For a copy of the Official Rules, visit <https://clubfoundation.org/> or send a self-addressed, stamped envelope for receipt by Monday, February 27, 2023 to: Ava Spece, The Club Foundation, 1733 King Street, Alexandria, Virginia 22314. For a list of winners available after March 31, 2023, send a self-addressed, stamped envelope for receipt by March 15, 2023 to the above mentioned Sponsor contact. Vermont residents may exclude return postage on requests for Official Rules.

11. Privacy. Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at <https://clubfoundation.org/financial-info.html>. Sponsor and Sponsor's agents, affiliates, representatives or service providers may use entrants' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor. Sponsor will not sell personal information submitted with entry to outside solicitors.

Sponsor shall not be liable for technical, pictorial, typographical or editorial errors or omissions contained herein. The Club Foundation is a Section 501(c)(3) tax-exempt charitable organization. To learn more about The Club Foundation and its mission, visit <https://clubfoundation.org/financial-info.html>.

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE, WITHIN THE STATE, 1-800-435-7352 (800-HELP-FLA), OR VISITING www.FloridaConsumerHelp.com. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. Florida Registration #CH16334.

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